COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

Investigation by the Department on its own motion as to the propriety of the rates and charges set forth in the following tariffs: M.D.T.E. Nos. 14 and 17, filed with the Department on April 2, 1999, to become effective May 2, 1999, by New England Telephone and Telegraph Company d/b/a/ Bell Atlantic

D.T.E. 98-57

# COMMENTS OF AT&T COMMUNICATIONS OF NEW ENGLAND, INC. REGARDING BELL ATLANTIC'S MAY 25 TARIFF AND JUNE 14, 2000 TARIFF FILINGS

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Introduction

Pursuant to the hearing officer's memoranda of June 14 and June 22, 2000, AT&T hereby files its Comments on Bell Atlantic's Tariff Filings, dated May 25 and June 14, 2000.

Procedural Background

This case currently involves numerous tariff filings that Bell Atlantic-Massachusetts ("Bell Atlantic") has made since the March 24, 2000 order was issued in this case ("March 24 Order") by the Department of Telecommunications and Energy ("Department"). In its June 8, 2000 Comments regarding Bell Atlantic's April 21, May 17, and May 19 tariff filings,(1) AT&T set out the then current procedural status of this case. AT&T will not repeat here that procedural history.

Since June 8, 2000, Bell Atlantic has made two additional tariff filings unrelated to the Phase III xDSL tariff provisions:

a June 9 filing implementing the Department's requirement that Bell Atlantic charge only one unbundled local switching charge, rather than two (March 24 Order at 218; June 2 Order denying in part Bell Atlantic's motion for stay); and

a June 14 filing that purports to provide in tariff form language pertaining to dark fiber consistent with Bell Atlantic's January 13, 2000 dark fiber service description compliance filing in the Consolidated Arbitrations ("June 14 Dark Fiber Tariff Filing").

On June 14, 2000, Bell Atlantic also filed a collocation tariff provisions apparently relating to line sharing and line splitting ("June 14 Collocation Tariff Filing"). It is unclear to AT&T whether the June 14 Collocation Tariff Filing should be the subject of these requested comments. In an exercise of caution, AT&T has included in these comments a short discussion of those tariff provisions. AT&T reserves the right to supplement this discussion if these tariff provisions are the subject of Phase 3.

On June 14, 2000, the hearing officer issued a memorandum requesting comment by June 23 on an earlier tariff filing ("May 25 Tariff Filing") and on the June 14 tariff filing or filings. On June 15, 2000, the Department issued an order suspending the effective date of Bell Atlantic's May 19 and May 25 Tariff Filings until July 17, 2000. No suspension order has been issued with respect to the June 9 filing (which proposes an ex ante effective date of May 21, 2000), or with respect to either June 14 filings, which propose effective dates of July 14, 2000.

In these comments, AT&T identifies some of the issues raised by Bell Atlantic's May 25 Tariff Filing and two June 14 filings and requests that the Department suspend further the effective dates of these tariffs (now July 17, July 14, and July 14, respectively).

Comments

I. The Department Should Suspend And Investigate The New Tariff And Cost Provisions In Bell Atlantic's May 25 Tariff Filing, June 14 Dark Fiber Tariff Filing, And June 14 Collocation Tariff Filing.

Bell Atlantic's piece meal filing of various tariff provisions has created a confusing hodge-podge of provisions in which one tariff filing is revised by another, which in turn is revised yet again.(2) Moreover, the different tariff filings have different proposed effective dates, even though they often relate to the same service. While the Department has suspended the effective date of a number of tariff filings until July 17, as noted above, three of them have been suspended to other dates. Adding to the complexity of the situation, only one (or possibility two) of the tariff filings represent "compliance" filings in the traditional sense (a filing made to comply with a Department order requiring a specific change based on the record in the main case)(3) and others represent proposals for new services and/or new rates, terms and conditions which the Department has not seen or reviewed. While Bell Atlantic has represented that the new services and/or rates, terms and conditions are in accordance with FCC requirements (and sometimes Department requirements), Bell Atlantic has provided no explanation or support for its position. Finally, Bell Atlantic has filed cost studies purportedly justifying its rates. The problem with these studies is that they leave many data sources unexplained and assumptions unstated. Because of all of these problems, at a

minimum, the Department should suspend all of Tariff 17 to a common date and require Bell Atlantic (a) to file a single comprehensive tariff and (b) to file testimony supporting each of the new or changed provisions reflected in the May 17, May 19, May 25, June 9, June 14 Dark Fiber and June 14 Collocation tariff filings.(4) Such testimony should also provide an explanation and support for Bell Atlantic's cryptic cost studies. Additional comments with respect to the three tariff filings at issue in the Department's current request for comments are set forth below.

A. Bell Atlantic's May 25 Filing Is Not A "Compliance" Filing; Its Many New Provisions Raise A Number Of Concerns That Warrant The Same Attention That Any New Tariff Provision With Significant Implications Would Warrant.

The May 25 tariff filing is not a "compliance" filing with respect to any order that the Department has made. Rather, it represents proposals for new services and/or UNEs that have not been considered by the Department. It includes both rates, and terms and conditions for a variety of different high capacity loops and loop related items (e.g., DS3 loops, DDS Loops, sub-loops, xDSL(5)), for certain interoffice transmission facilities (STS-1), and for various UNE-P combinations. As discussed below, these tariff provisions raise several issues that require the level of examination that is afforded any new tariff filing. Moreover, many of the cost studies are far from "self-evident," and may require discovery to clarify Bell Atlantic's methodology and assumptions. Time will be required to review Bell Atlantic's new cost studies, replicate the analyses in them and identify and test their assumptions. In order to permit the parties sufficient time to undertake such an investigation, the Department should suspend the effective date of the tariff provisions in this filing.

Some of the issues so far identified by AT&T are:

General EELs Issues. In Part B, Section 13, Bell Atlantic proposes a number of provisions dealing with the conversion of Special Access to EELs. These portions of Bell Atlantic's current tariff filing are in direct contradiction with an FCC order issued on June 2 which clarified the definition of "significant local usage." See Supplemental Order Clarification, FCC 96-98 at ¶ 22 (released June 2, 2000). In Part B, Section 13 of its tariff, Bell Atlantic has retained a definition of "significant local usage" that is contrary to the June 2 order. Furthermore, in Part B, Section 13, Bell Atlantic has proposed a number of restrictions on the conversion of Special Access to EELs. These provisions are far more restrictive than what the FCC allows and are in direct contradiction with the FCC's June 2 order.(6)

Bell Atlantic is undoubtedly aware of the FCC order. Nevertheless, Bell Atlantic ignores the FCC and suggests that the Department should adopt a tariff that is now unlawful according to the FCC. The Department should require Bell Atlantic to withdraw and refile those portions of its tariff that relate to the conversion from Special Access to EELs. For this reason alone, the tariff must be suspended and further investigation must be conducted.

Conversion of Special Access to EELs- Intervals. In Part A, Section 3.2.7.A.6, Bell Atlantic proposes a 30 day interval for the conversion of special access to EELs. This interval is wholly unreasonable and should be the subject of further investigation. There are no physical changes involved in the conversion of special access to EELs. Conversion of special access to the UNE EEL combination is analogous to the conversion of a POTS line to the UNE-P combination. Thus, the only change that needs to be made is a record keeping change. It is wholly unreasonable to have a 30 day interval for such minor changes. UNE-P experience in New York indicates that an interval of hours is more likely appropriate. The unreasonableness of this interval is also demonstrated by the FCC's June 2 Order in which the FCC stated that ILECs "should immediately process" special access to EELs conversions. See Supplemental Order Clarification, FCC 96-98 at ¶ 31 (released June 2, 2000). Because of these factors, the Department should reject Bell Atlantic's proposal and conduct an investigation of the facts necessary to determine a reasonable interval.

Digital High Capacity Link Provisioning. In Part A, Section 3.2.3.A.10.a-b, Bell Atlantic sets out intervals for the provision of Digital High Capacity Links. Under this proposal, 1.5 Mbps links will be provisioned in 6 business days for quantities of less than 10 links and 45 Mbps links will be provisioned in 17 days for quantities of 1-4 links. For greater quantities of either, Bell Atlantic proposes a negotiated interval.

These proposals have two basic flaws. First, Bell Atlantic provides no support for these proposed intervals. Bell Atlantic has provided no technical data or evidence to show that these intervals are reasonable or necessary. Second, Bell Atlantic's proposal to have negotiated intervals for provisioning of any order involving more than a minimal number of links is troubling. The use of negotiated intervals cuts against the Department's preference for certainty in tariff provisions. In an analogous situation, the Department has specifically determined that it is inappropriate for Bell Atlantic to rely on ICB pricing in an interconnection tariff of general application. See, March 24 Order at 207. The Department recognized that ICB pricing denies CLECs advance notice of costs, creating uncertainty and erecting a barrier to market entry. See id. The proposed negotiated intervals are very similar to ICB pricing and raise the same issues. If there are no set intervals, this creates uncertainty, erects a barrier to market entry and allows Bell Atlantic to game the system. To the degree that negotiated intervals may be appropriate above a certain cutoff, Bell Atlantic offers no support for the arbitrary cutoff quantities that trigger the negotiated interval.

Because the Department has not yet dealt with the issue of provisioning intervals for digital high capacity link provisioning and because there is no evidence in the record to support Bell Atlantic's proposal, there is clearly a need to further investigate Bell Atlantic's proposed intervals.

High Capacity Links Error-Free Transmission Rates. In Part B, Section 5.3.1.B, Bell Atlantic provides that 1.544 Mbps links are "designed to provide an average performance of at least 95% error-free transmission…." Under Part B, Section 5.3.1.C, Bell Atlantic provides that 44.736 Mbps links are "designed to provide an average performance of at least 98% error-free transmission…." Bell Atlantic, however, provides no support for these error rates. Bell Atlantic does not reference any industry or technical standard that would demonstrate the non-discriminatory nature or the reasonableness of these rates. (Compare Bell Atlantic's industry standard support for 44.736 Mbps link requirements that Bell Atlantic places on CLECs. See Part B, Section 5.3.2.C.) Because the Department has not yet dealt with these issues and there is no evidence in the record to support Bell Atlantic's proposal, there is clearly a need to further investigate Bell Atlantic's proposed error rates.

EEL Link Test Charge- In Part B, Section 13.5.1, Bell Atlantic proposes two separate EEL link test charges. In Section 13.5.1.A.1, Bell Atlantic proposes a recurring link test charge. In Section 13.5.1.B.1, Bell Atlantic proposes a non-recurring link test charge. Bell Atlantic's proposal is both confusing and contrary to the Department's March 24 Order in this docket.

Originally, Bell Atlantic had proposed the recurring link test charge found in Section 13.5.1.A.1. In its March 24 Order, however, the Department ordered Bell Atlantic to eliminate the recurring charge and propose a non-recurring charge for testing EELs. In response, in its May 19 filing, Bell Atlantic properly eliminated the recurring charge and replaced it with the non-recurring link test charge found in Section 13.5.1.B.1. In its May 25 filing, however, Bell Atlantic has reintroduced the recurring charge and left in the non-recurring charge. Bell Atlantic offers no explanation for this change, and it is unclear exactly what Bell Atlantic is attempting to accomplish.

Because Bell Atlantic has offered no support for its proposal, which violates the Department's March 24 Order, the Department should reject this proposal outright.

Sub-loop Recurring Rates and Cost Study. All subloop recurring charges include $3.94 per line per month for "OSS Monthly Charge." This charge is not explained or documented. See "2-C Sub-loops at FDI," Part C Workpaper Page 1 of 3, column L. Although this figure is derived in Part C Workpaper Page 3 of 3, the basis for the rate, the $8,000,000, is not explained or supported.

Outside Plant Cabinet Requirement for Sub-loop Unbundling. The tariff states that a CLEC can interconnect to a subloop through a TOPIC arrangement in which a CLEC will have to build an Outside Plant Cabinet. (See Part B Section 18.1.1.A and 18.1.3.C.) The tariff does not appear to contemplate a scenario in which extra space is available in Bell Atlantic's cabinets to house CLEC equipment. Such a scenario was, however, contemplated by the FCC in ¶¶ 222-223 of the UNE Remand Order which provides examples reflecting space availability and establishes a rebuttable presumption in favor of available space or other means of interconnection for subloops. Because CLECs are entitle to non-discriminatory access, the tariff should be rewritten to force Bell Atlantic to determine whether space is available to house CLEC equipment, rather than require a CLEC in every case to build its own outside plant equipment to interconnect.

In general, the Department should review carefully the many hidden provisions, and their cumulative effect, that make access to subloops difficult. In its UNE Remand Order, the FCC made clear that "the availability of unbundled subloops will accelerate the development of alternative networks" and is thus "consistent with the 1996 Act's goals of rapid introduction of competition and the promotion of facilities based entry." Id. at ¶219 (emphasis added).

Reporting Requirement. Part B, Section 18.1.2.E.2 states, "The TC will report the intended use of the sub-loop." In the absence of a technical need or requirement for such information, the CLEC should not be required to report the intended use of the sub-loop to Bell Atlantic. Because Bell Atlantic has provided no such justification, this provision should be rejected outright.(7)

Unsupported Charges and Fees. There are several NRC charges proposed by Bell Atlantic, including Application Fee, FDI Serving Address Inquiry charge, Preliminary Engineering Records Review, and Engineering Query charge. See Part B, Section 18.1.5.A and E. These are not explained in enough detail to understand why a CLEC should be charged these or to understand why the proposed amounts are justified.

High and Unsupported Interconnection Charges. The charges for interconnection (after a TOPIC is installed) are very high. One of the charges proposed is for "Service Connection Other, Central Office Wiring." For a 2 wire subloop, this charge amounts to $119.70 for a New loop and $136.35 for a Migration (normal interval). See Part Q, Workpaper 1, Page 1 of 4, Lines 2 and 6. The problems with this charge are as follows:

Bell Atlantic has not explained whether this charge would apply for every subloop that is unbundled, or only to a portion of the subloops that are unbundled.

Bell Atlantic has not explained why Central Office Wiring charges are applicable in an outside plant unbundling arrangement.

The workpapers that support the development of the rates presents undocumented worktimes and probabilities.

Duplicate NID Requirement. Although not entirely clear, it appears that Bell Atlantic assumes that in order for a CLEC to interconnect to a BA NID, it must have its own NID. See Part B, Section 12.1.4.A which states, "[T]he Telephone Company will place a jumper cable to connect the Telephone Company's NID to the TC's NID." The UNE Remand Order, however, states "it is the aggregate cost and difficulty of installing duplicate NIDs at every potential customer location that substantially impairs a requesting carrier from offering services." Id. at ¶ 239. It should be made clear in the tariff that CLECs have an option that does not require them to

provide their own NID.

Terminal Block Restriction. Section 12.2.1.C.1.b. states that, "The TC's terminal block . . . cannot be installed in the path of Telephone Company growth." This condition is both vague and anticompetitive. It resembles earlier Bell Atlantic efforts to reserve space on/in conduit and poles for its own use and to reserve spare dark fiber for its own use in situations where it has not identified a specific use. Such provisions have been rejected by the Department. See Consolidated Arbitrations, Phase 4N Order (December 13, 1999) at 19-20.

B. Bell Atlantic's June 14 Collocation Filing Is Likewise Not A "Compliance" Filing; It Warrants The Same Attention That Any New Tariff Provision With Significant Implications Would Warrant.

Bell Atlantic's June 14 Collocation Filing introduces a whole host of new collocation terms and conditions necessary to implement its line sharing and line splitting obligations. The provisions of the June 14 Collocation Filing should be reviewed in Phase 3 of this docket, or those provisions should be suspended with the other tariff filings to permit adequate examination.

Some of the issues that AT&T has so far identified are listed below:

Physical and Virtual Collocation Charges In Part E, Sections 2.6.4.A & B, Bell Atlantic intends to charge two 2W voice grade terminations per line. These sections should be modified to clarify that this two charge system only applies in instances where Bell Atlantic requires CLECs to provide their own splitters. These instances are commonly known as Options A and C. See, e.g., Part E, Sections 2.6.12.C. and D., and Section 5.2.10.(8) If, however, Bell Atlantic begins providing a splitter (which is known as Option B), then there would be no need for two 2W voice grade terminations per line because there would only be one termination. Thus, these sections should be clarified to provide that they only apply to Options A and C; other options, such as Option B, should be addressed at the time they are introduced.

The same problem exists with respect to Part E, Section 3.5.5.B. Until this section is clarified or further investigation is conducted, the Department should not accept Bell Atlantic's proposal.

Splitter Fees. In Part M of its filing, Bell Atlantic proposes a number of new fees. For example, in Section 5.2.10, Bell Atlantic proposes a set of new fees for splitter arrangements for physical collocation. Bell Atlantic has proposed an application fee of $1500, an engineering and implementation fee of $1453.09, and a splitter installation fee of $1215. Bell Atlantic proposes identical fees for virtual collocation in Section 5.3.13. Nowhere, however, does Bell Atlantic provide any support for these newly proposed fees.(9) Because Bell Atlantic has provided no support for its new fees, and because the fees appear to be unreasonable, the Department should not approve such fees without a demonstration from Bell Atlantic that they are reasonable.

Virtual Collocation Accommodations. In Part E, Section 3.2.1.C, Bell Atlantic provides that, for all virtual collocation arrangements established prior to July 14, 2000, the dedicated terminal equipment inside the Central Office will be provided by the CLEC and sold to Bell Atlantic for $1.00. For all arrangements "in effect or established after July 14, 2000," Bell Atlantic provides that the CLEC will maintain ownership of the equipment and lease it to Bell Atlantic for the sum of $1.00. These provisions raise a number of questions and/or problems and should be subject to further investigation by the Department.

The meaning of the phrase "in effect or established after July 14, 2000" should be clarified. If this phrase is read literally, then CLECs should have the option of regaining ownership of all of the equipment it had previously sold to Bell Atlantic and then leasing it back to Bell Atlantic. If, however, Bell Atlantic only intended this clause to apply to new collocation arrangements that were not in place prior to

July 14, a number of problems, discussed in the next paragraph, arise. Thus, this clause needs clarification.

There are a number of problems with the old system under which the CLECs are forced to sell the equipment to Bell Atlantic for $1.00. For example, it creates a number of bookkeeping problems because the CLEC has to account for equipment that it paid large amounts of money for and then turned around and sold for $1.00. Also, because the CLEC no longer has title to the equipment, it cannot use the equipment as collateral for loans. Vendor leasing, depreciation, state and local taxes are likewise complicated.

This second problem may also exist under the new scheme whereby the CLEC maintains ownership but leases the equipment to Bell Atlantic. Depending on the lease terms, the CLEC may not be able to use the equipment as collateral. Unfortunately, Bell Atlantic has not provided the terms of its proposed lease; it is per se impossible, therefore, to make a determination on this issue at this time. Further investigation by the Department is clearly needed.

C. Bell Atlantic's June 14 Dark Fiber Filing Should Be Suspended Until The Department Resolves The Outstanding Dark Fiber Issues In The Consolidated Arbitrations And Bell Atlantic Properly Conforms The Tariff Language To The "Dark Fiber Service Description" Language That Is Finally Approved in the Consolidated Arbitrations.

Bell Atlantic's June 14 Dark Fiber Filing purports to put into tariff form the Dark Fiber Service Description that is being litigated in the Consolidated Arbitrations. There are two problems with this filing: (a) some of the Service Description terms have not yet been resolved in the Consolidated Arbitrations; and (b) Bell Atlantic's proposed tariff language does not accurately reflect the Service Description, even for the terms in the Service Description that have been resolved and approved.

First, there are a few outstanding disputes relating to the language in the Service Description. On January 13, 2000, Bell Atlantic filed its Service Description purportedly in compliance with Department requirements. After productive negotiations between AT&T and Bell Atlantic, Bell Atlantic refiled its Service Description on June 14, 2000, with many - but not all of - the issues resolved. On June 21, 2000, AT&T filed comments identifying the remaining issues, and on June 30, 2000, Bell Atlantic responded. The remaining open issues are now pending for Department decision. The Department should require Bell Atlantic to refile its dark fiber tariff language after a decision is issued on the dark fiber language in the Consolidated Arbitrations.

Second, Bell Atlantic did not accurately translate the Dark Fiber Service Description language into tariff language. Its most egregious failure relates to provisions concerning the reservation of fiber for future growth. This issue was extensively litigated in the Consolidated Arbitrations. In Bell Atlantic's initial Service Description, Bell Atlantic had given itself the right to reserve dark fiber for unspecified future growth over a three year period. The Department rejected Bell Atlantic's position (Consolidated Arbitrations, Phase 3 Order at 49-50), but Bell Atlantic ignored the Department's requirements in its initial compliance filing. In the ensuing litigation over the initial compliance filing, the Department again, and emphatically, restated its view that Bell Atlantic may not reserve fiber for future unspecified growth:

In summary, the concern we raised in the Phase 3 Order about an artificial barrier to competition remains valid. We find that Bell Atlantic's proposed language would codify the excuse of an unspecific service obligation to limit the availability of dark fiber to its competitors. Accordingly, unless Bell Atlantic has received a specific order for fiber-related service from a given customer, it may not reserve the use of a fiber strand for that customer and thereby limit its availability to CLECs. The compliance filing shall reflect this Provision.

Consolidated Arbitrations, Phase 4N Order (December 13, 1999) at 19-20. Finally, in its most recent compliance filing, dated June 14, 2000, Bell Atlantic included appropriate language in its Service Description. That language states:

1.7 BA-MA will not reserve fiber pairs for unknown and unspecified future growth. As directed by the Department's Phase 3 Order, BA-MA will not reserve fiber pairs unless such fibers have been "installed or allocated to serve a particular customer in the near future".

In its June 14 Dark Fiber Filing, however, which it filed on the same day as the foregoing Service Description language, Bell Atlantic again tried to "soften" the language to provide itself with an opportunity to reserve fiber in situations where it is not necessary "to serve a particular customer in the near future." In Bell Atlantic's tariff language, Bell Atlantic commits itself only to reserving fiber pairs for "known" future growth, whatever that means. See, Part B, Section 17.4.1.A. While Bell Atlantic then notes that it will reserve fiber in situations where it has received a specific order from a given customer, it does not limit itself to such a situation (id.), as required by the Phase 4N Order. Clearly, Bell Atlantic should be made to comply with a requirement that the Department has been forced, by Bell Atlantic's recalcitrant behavior, to state repeatedly.

There are other failures to reflect the approved Service Description language in the tariff. In Part B, Section 17.4.2.A.1, Bell Atlantic has inserted the language "for its own business needs" even though in the latest compliance filing that language had been changed to "for maintenance spares." In Part B, Section 17.3.1.H., Bell Atlantic imposes on CLECs a requirement to "[augment] its collocation arrangement with the proper cross connects before it submits an order for unbundled dark fiber." This requirement does not exist in the Service Description. In Part B, Section 17.3.1.G., Bell Atlantic imposes a requirement for establishing a fiber patch panel "when dark fiber terminates in a location other than a Telephone Company wire center." In the Service Description, however, that requirement is limited to situations "where the fiber terminates at an FDF in a building telco room." At a minimum, Bell Atlantic's June 14 Dark Fiber Filing should be made to conform to the portions of the Service Description that are in compliance with the Department's orders in the Consolidated Arbitrations.

Conclusion

The Department should

1. Suspend for further investigation the tariff provisions contained in and supported by the May 25 Tariff Filing;

Include the June 14 Collocation Filing in the Phase 3 investigation in this docket, or suspend it for further investigation along with the May 17, May 19 and May 25 Tariff Filings; and

Reject the June 14 Dark Fiber Filing and order Bell Atlantic to refile a complying tariff after the Department issues its final dark fiber decision in the Consolidated Arbitrations.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that I caused a true copy of the above document to be served upon the attorney of record for each other party on July 7, 2000

1. 1 AT&T noted in its June 8, 2000 Comments that Bell Atlantic had made a May 25, 2000, tariff filing, which the Department had not yet suspended at that time, but did not comment substantively on the May 25 filing.

2. 2 For example, in its May 19 tariff filing (which was the subject of AT&T's June 8 comments), Bell Atlantic had complied with a directive in the March 24 Order to

eliminate the recurring charge for EEL Link Test Charge and substitute a non-recurring link test charge. See, Part B, Section 13.5.1 of the May 19 filing. Yet, in Bell Atlantic's May 25 tariff filing, Bell Atlantic filed replacement pages which left unchanged the non-recurring EEL Link Test charge inserted on May 19, but - inexplicably - reinstated the recurring EEL Link Test Charge. Whatever it is that Bell Atlantic intends, the record is not at all clear at the present moment.

3. 3 The April 21 tariff filing is the closest that Bell Atlantic gets to a traditional "compliance" filing, and that filing does not even purport to comply with all of the directives in the March 24 Order; Bell Atlantic made no attempt to comply with any directives on which it requested reconsideration. The June 14 Dark Fiber Filing is similar to a "compliance" filing in that most of the terms and conditions were litigated in the Consolidated Arbitrations. Nevertheless, Bell Atlantic's language is completely new in the June 14 Dark Fiber Filing and does not necessarily accord with the "Service Description" language that is still being litigated in the Consolidated Arbitrations.

4. 4 At the same time, Bell Atlantic should be required to modify its April 21, 2000 tariff filing to complete its compliance with the Department's March 24 Order.

5. 5 AT&T understands that these provisions are being considered in Phase 3 of this docket.

6. 6 Although AT&T originally raised these issues in its previously filed comments on Bell Atlantic's April 21 tariff filing it is appropriate to raise them again in light of the further clarification provided by the FCC's recent order.

7. 7 Any justification that Bell Atlantic may provide in its reply comments should not be accepted by the Department without an opportunity by the CLECs to test its validity with discovery and cross examination.

8. 8 It should be noted that, although Bell Atlantic refers to "Option A" and "Option C," AT&T has not found in its initial review of the tariff any place where those terms are defined. Bell Atlantic should be required to define them.

9. 9 For some of the proposed charges, Bell Atlantic may claim that it is simply using the same number that was already approved for standard virtual collocation arrangements. Such a claim, however would not provide support for other charges that are entirely new (e.g., Splitter Installation Charge of $1215). Moreover, a charge applicable to standard virtual collocation arrangements is not necessarily appropriate for splitter arrangements. Unlike the equipment installed in standard virtual collocation arrangements, the splitters do not use power and do not generate heat. The activity Bell Atlantic undertakes to design and install splitter arrangements is less and, therefore, the cost of processing such information is less.